

SALES TERMS AND CONDITIONS

1. All orders are accepted on the strict understanding that these terms and conditions of sale apply. Any waiver of these terms and conditions is not valid unless given in writing.
2. *Quotations, documents, descriptions*
All specifications such as dimension, weight, performance etc. as well as illustrations and graphs listed in quotations, documents and descriptions are without obligation and subject to change without notice.
3. *Prices*
Prices are subject to change without notice. They are pure net price, quoted ex works (MicroVacuum/Budapest/Hungary). Value-added tax or any other taxes, duties, as well as packaging, forwarding expenses and costs for insurance are not included.
4. *Shipment*
Shipping costs are for the account of the Customer, however MicroVacuum will always choose the most appropriate mode of transport. MicroVacuum shall not be liable for delays due to causes beyond its reasonable control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or non-delivery by MicroVacuum suppliers. Exceeding the delivery date does not give the customer the right to cancel the order or to claim for compensation.
5. *Title of goods*
Ownership of the goods will not pass to the Customer until payment of the goods has been received in full. Nevertheless all risk in the goods shall pass to the Customer when the goods are dispatched from MicroVacuum's premises.
6. *Installation*
Unless the contract expressly provides, the contract does not include the installation, erection or commissioning of any goods or equipment or the supervision thereof. Where installation is included in the contract it is the responsibility of the Customer to advise MicroVacuum of prevailing site conditions with respect to physical characteristics, normal working hours and any other relevant factors. The Customer shall ensure that the work can be carried out during normal working hours.
7. *Terms of payment*
Payment terms are Irrevocable L/C or as stated on the Invoice.
Late payment by the customer is charged with 7% interest on defaulted payment. Failure to pay for any goods or for any delivery or installment shall entitle us to suspend further deliveries and work both on the same order and on any other order from the Customer without prejudice to any other right we may have.
We reserve the right where genuine doubts arise as to the Customer's ability to pay to suspend delivery of any order without liability until payment or satisfactory security for payment has been provided. Should the Customer refuse to accept goods, manufactured in accordance with his specification or be unable to take delivery when goods are ready to be delivered, we reserve the right to invoice the same for payment as if we had fulfilled our part of the contract in every way.
8. *Complaints*
Complaints are only accepted within 8 days after receipt of goods. Either the number of the delivery note or the invoice number must be specified. In all other cases, MicroVacuum regards the delivery as accepted.
9. *Warranty*
MicroVacuum Ltd. warrants this product to be free from defects in material and workmanship for a period of one year from date of shipment. MicroVacuum Ltd. warrants the following expendable items for 30 days from the date of shipment: fuses, lamps and batteries. During the warranty period MicroVacuum will, at its option, either repair or replace any product that proves to be defective.
To exercise this warranty, contact MicroVacuum for a RAN# (Return Authorization Number) at the address below. Returns will not be accepted without an RAN#. The owner will send the product, transportation prepaid, to MicroVacuum Ltd. Repairs will be made and the product will be returned to the owner with transportation prepaid. Repaired or replaced products are warranted for the balance of the original warranty period. For products not covered by warranty, the repair has a warranty of 90 days. All packaging and transportation fees should be paid by the Customer.
When a product is returned for examination and inspection, or for any other reason, Customer shall be responsible for all damage resulting from improper packing or handling, and for loss in transit, notwithstanding any defect or non-conformity in the Product, in all cases, MicroVacuum has the sole responsibility for determining the cause and nature of failure, and Microvacuum's determination with regard thereto shall be final.
Limitation of warranty
This warranty does not apply to defects resulting from product modification without MicroVacuum's express written consent, or misuse of any product or part. This warranty also does not apply to software, damage from battery leakage, or problems arising from normal wear or failure to follow instructions
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.
NEITHER MICROVACUUM LTD. NOR ANY OF ITS EMPLOYEES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF ITS INSTRUMENTS OR SOFTWARE EVEN IF MICROVACUUM LTD. HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES SHALL INCLUDE, BUT ARE NOT LIMITED TO: ANY LOST PROFITS OR

LOST SAVINGS, COSTS OF REMOVAL AND INSTALLATION, LOSSES SUSTAINED AS THE RESULT OF INJURY TO ANY PERSON, OR DAMAGE TO PROPERTY. MICROVACUUM LTD. DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY USING ITS EQUIPMENT AND SOFTWARE.

10. *The return of items* for any reason is only accepted if agreed by MicroVacuum and a "Customer Declaration of Contamination of Instrument and Components" form filled and signed by the Customer is received and accepted by MicroVacuum in written form, and provided the products are returned in original packing material including electrical cables, accessories and Operating Manual. Upon approval a return authorization number will be issued to the customer. Customer is liable for freight costs both ways.
11. *Limitation of Liability:*
 - (a) MicroVacuum's liability on any claim of any kind, whether based on contract, warranty, tort (including negligence), strict liability of service or otherwise, for any loss or damage arising out of connected with or resulting from the supply of Equipment hereunder, shall in no case exceed the price paid by the customer to MicroVacuum for such Equipment.
 - (b) In no event, whether in contract, warrant tort (including negligence), strict liability or otherwise, shall MicroVacuum be liable for special, incidental, exemplary or consequential damages, including but not limited to, loss of profits or revenue, loss of use of any property, business interruption, loss of stored data, downtime costs, costs of substitute service, or claims of the Customer for such damages.
12. *Commercial protective rights, tools, observance of secrecy*

MicroVacuum reserves the title and all commercial protective rights and copyrights to samples, drawings, technical documents, estimates and quotations handed out to customers, suppliers or third party companies. These items must not be used in another way than agreed with MicroVacuum. Without prior agreement with MicroVacuum customers, suppliers, and third-party companies are neither allowed to manufacture or reproduce the samples, tools or other equipment received from MicroVacuum nor have them copied by other manufacturers.

In case that MicroVacuum delivers products designed and manufactured according the drawing, models or samples supplied by the customer, it remains the customer's responsibility that no commercial protective right or any other rights of third companies will be violated. The Customer will be held responsible if due to non-observance of such rights damages should occur. The Customer must keep secret from third party companies all non-public information acquired by the business relationship with MicroVacuum.
13. *Applicable law and legal domicile*

Hungarian law will be applied.

Legal domicile is the seat of MicroVacuum Ltd. in Budapest/Hungary.